

1 **SAO**

2 ANTHONY P. SGRO  
3 Nevada Bar No. 3811  
4 ALANNA C. BONDY  
5 Nevada Bar No. 14830  
6 **SGRO & ROGER**  
7 2901 El Camino Avenue, Suite 204  
8 Las Vegas, Nevada 89102  
9 Telephone: 702.384.9800  
10 Facsimile: 702.665.4120  
11 TSgro@SgroandRoger.com  
12 ABondy@SgroandRoger.com

13 JOHN R. BAILEY  
14 Nevada Bar No. 0137  
15 DENNIS L. KENNEDY  
16 Nevada Bar No. 1462  
17 JOSEPH A. LIEBMAN  
18 Nevada Bar No. 10125  
19 PAUL C. WILLIAMS  
20 Nevada Bar No. 12524  
21 JAROD B. PENNIMAN  
22 Nevada Bar No. 16299  
23 **BAILEY♦KENNEDY**  
24 8984 Spanish Ridge Avenue  
25 Las Vegas, Nevada 89148-1302  
26 Telephone: 702.562.8820  
27 Facsimile: 702.562.8821  
28 DKennedy@BaileyKennedy.com  
JLiebman@BaileyKennedy.com  
PWilliams@BaileyKennedy.com  
JPenniman@BaileyKennedy.com

17 *Attorneys for Plaintiffs*

19  
20 EIGHTH JUDICIAL DISTRICT COURT  
21 CLARK COUNTY, NEVADA

22 DANIEL COYNE, individually and on behalf of  
23 those similarly situated; DAVID DENTON,  
24 individually and on behalf of those similarly  
situated; and SEAN BOLLIG, individually and on  
behalf of those similarly situated,

Case No. A-22-848354-C

25 Plaintiffs,  
26  
27 **STIPULATION AND ORDER TO EXTEND  
NOTICE PERIOD AND RESCHEDULE FINAL  
FAIRNESS HEARING**

28 vs.

LAS VEGAS METROPOLITAN POLICE DEPARTMENT,

Defendant.

1 Plaintiffs Daniel Coyne, David Denton, and Sean Bollig, on behalf of themselves and those  
2 similarly situated (“Plaintiffs”), by and through their undersigned counsel of record, and Defendant  
3 Las Vegas Metropolitan Police Department (“LVMPD”), by and through its undersigned counsel of  
4 record, hereby stipulate as follows to address the need for additional notice as discussed in  
5 LVMPD’s Status Report and Request for Instructions Regarding Potential Redistribution of Notice,  
6 filed in this matter on November 17, 2025 (the “Status Report”) [Doc. 78].

7 **WHEREAS**, on July 30, 2025, following several mediation sessions, Plaintiffs and LVMPD  
8 entered into a global Settlement Agreement resolving both this action (the “State Class Action”) as  
9 well as the corresponding Fair Labor Standards Act (“FLSA”) action that was pending in the United  
10 States District Court, District of Nevada (“Federal Court”) under Case No. 2:22-cv-00475-APG-DJA  
11 (the “Federal Collective Action”). In the Settlement Agreement, Plaintiffs and LVMPD agreed to  
12 the following class definition:

13 All persons currently or formerly employed by [LVMPD] as full-time,  
14 non-exempt hourly peace officers who worked one or more special  
15 event, jail, and/or medical facility overtime shifts during the Class  
16 Period [February 16, 2018 – February 1, 2025], and who (a) are current  
members of the Las Vegas Police Protective Association (PPA), or (b)  
were PPA members at the time of their retirement or other separation  
from employment (the “Class Definition”).

17 **WHEREAS**, on August 15, 2025, this Court, along with the Federal Court in a joint hearing,  
18 preliminarily approved the Settlement Agreement, which was then memorialized in written Orders  
19 by the Federal Court and this Court on August 22, 2025 [Doc. 66].

20 **WHEREAS**, following the 60-day Notice and Opt-Out/Objection Period (the “First Notice  
21 Period”), LVMPD filed a Status Report [Doc. 78], which identified a group of opt-in Plaintiffs in the  
22 Federal Collective Action and class members in the State Class Action who purportedly did not  
23 receive a Notice during the First Notice Period. LVMPD requested instructions from this Court as to  
24 whether an additional notice period was necessary for this group of individuals, amongst others.

25 **WHEREAS**, on November 18, 2025, the Federal Court issued an Order in response to the  
26 Status Report, instructing the Parties to meet and confer regarding the potential need for additional  
27 notice [ECF No. 152].

28 **WHEREAS**, on November 19, 2025, counsel for Plaintiffs and counsel for LVMPD

1 telephonically met, conferred, and agreed that an additional notice period was appropriate for any  
2 individuals who were inadvertently not included in the First Notice Period. The Parties then worked  
3 together to draft this stipulation and to develop the following process to ensure sufficient notice.

- 4 1. There are generally two groups of individuals that were inadvertently omitted from  
5 the First Notice Period due to an unintentional misunderstanding of the term “current  
6 members of the Las Vegas Police Protective Association (PPA)....”
- 7 2. The first group of individuals (“Group A”) include those who:
  - 8 i. Opted-in to the Federal Collective Action under the terms of the FLSA;
  - 9 ii. Were members of the PPA at some point from February 16, 2018 through  
10 August 14, 2025;
  - 11 iii. Were no longer members of the PPA at the time the Settlement Agreement  
12 was preliminarily approved on August 15, 2025; and
  - 13 iv. Are otherwise eligible to receive a settlement award.<sup>1</sup>

14 Notice was not sent to these Group A individuals because they were not  
15 members of the PPA at the time the Settlement Agreement was preliminarily  
16 approved and were not PPA members at the time of their retirement or other  
17 separation from employment from LVMPD.

- 18 3. After meeting and conferring, the Parties agreed that these Group A individuals  
19 should have been included in the Settlement Class and received Notice because (1)  
20 they are opt-in plaintiffs as defined by the Settlement Agreement, (2) they were PPA  
21 members at some point from February 16, 2018 through August 15, 2025, and (3)  
22 they worked at least one special event, jail, and/or medical facility overtime shift  
23 during the Class Period.
- 24 4. In its Status Report, LVMPD identified 89 potential individuals. The Parties are  
25 currently working together to determine which of these 89 individuals qualify as part  
26 of Group A. At this time, the Parties agree that a portion of these individuals will

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27  
28 <sup>1</sup> Many of these individuals were promoted by LVMPD during the pendency of this litigation and, as a result, left  
PPA to join a different union; namely, the Police Managers and Supervisors Association (“PMSA”).

likely not require notice because, amongst other reasons, many of the individuals did, in fact, receive notice, or the individual—despite opting-in to this action—did not meet the definition of the collective, i.e. they were not PPA members at any time from February 16, 2018 to August 15, 2025, and/or they did not work any qualifying overtime shifts during the Class Period.

5. Two of the individuals who filed objections (i.e., Eric Skolowski and Misael Parra) are part of Group A and will receive the additional notice required by this Stipulation, thereby fully resolving their objections. [Docs. 76 & 77].
6. The second group of individuals (“Group B”) include those who:
  - i. Did **not** opt-in to the Federal Collective Action under the terms of the FLSA;
  - ii. Were members of the PPA at some point from February 16, 2018 through August 14, 2025;
  - iii. Were no longer members of the PPA at the time of the Settlement Agreement was preliminarily approved on August 15, 2025; and
  - iv. Are otherwise eligible to receive a settlement award.<sup>2</sup>

Notice was not sent to Group B individuals because they were not members of the PPA at the time the Settlement Agreement was preliminarily approved and were not PPA members at the time of their retirement or other separation from employment from LVMPD.

7. After meeting and conferring, the Parties agreed that these individuals in Group B should have been included in the Settlement Class and received Notice because (1) they were PPA members at some point from February 16, 2018 through August 15, 2025, and (2) they worked at least one special event, jail, and/or medical facility overtime shift during the Class Period.
8. The Parties are currently working together to identify any individuals that would be part of Group B and therefore will be entitled to Notice.

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<sup>2</sup> Individuals who did not opt-in to the Federal Collective Action were included in the global Settlement Agreement because they were part of the Class in State Court Action.

1       9. The remaining individual who filed an objection (i.e., Christopher Cooney) is part of  
2       Group B and will receive the additional notice required by this Stipulation, thereby  
3       fully resolving their objections. [Doc. 77].<sup>3</sup>

4       10. The Parties acknowledge, as noted in Footnote 1 of this Stipulation, there is a group  
5       of individuals who were PPA members at some point from February 16, 2018 through  
6       August 14, 2025, but subsequently left PPA and became members of the PMSA.

7       11. The Parties also recognize that the PMSA separately negotiated a resolution on behalf  
8       of its bargaining unit concerning the same claims asserted by Plaintiffs in this Action,  
9       i.e., that LVMPD failed to compensate its peace officers for work performed before  
10       and after overtime shifts (the “PMSA Settlement”). The PMSA Settlement covers a  
11       period from January 1, 2023 to February 14, 2025 (the “PMSA Award Period”).

12       12. The Parties agree that individuals who have received, or are scheduled to receive, an  
13       award from the PMSA Settlement (the “PMSA Award Recipients”) should not be  
14       entitled to also receive a Settlement Award in this Action for any eligible shifts  
15       encompassed by the PMSA Award Period.

16       13. Accordingly, the Parties agree that, for any individual in Group A or Group B who is  
17       also a PMSA Award Recipient, his or her Settlement Award shall be calculated  
18       without reference to any shifts worked during the PMSA Award Period.

19       14. The Parties agree upon the following process to ensure appropriate Notice is provided  
20       to all individuals in Group A and Group B.

21           a. The Parties, along with the Class Administrator, shall work together to  
22           identify the individuals who should be included in Group A and Group B.

23           b. LVMPD shall then provide the Class Administrator with a list of PMSA  
24           Award Recipients.

25           c. Once the identification process described in subsections (a) and (b) is  
26           complete, the Parties shall jointly certify that all members of the Settlement

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27       <sup>3</sup> A fourth individual, Bianca Morris, filed a Response to the Joint Motion for Preliminary Approval on November 18,  
28       2025 in the Federal Collective Action only.

Class have been identified.

- d. The Class Administrator shall send the same Notice previously approved by this Court, with substantially similar form and content and providing for any necessary revisions or updating of pertinent dates as a result of this Stipulation (the “Updated Notice”), to the individuals in Group A and Group B, except that, for any PMSA Award Recipient, the Class Administrator shall calculate their Settlement Awards without reference to any shifts worked during the PMSA Award Period.
- e. A second 60-day Notice, Opt-In, and Objection Period (the “Second Notice Period”) shall apply going forward to the entirety of the Class/Collective. It shall generally be conducted in the manner contemplated by the Settlement Agreement for the First Notice Period.
- f. However, only the individuals identified in Group A and Group B shall receive the Updated Notice in the manner contemplated by the Settlement Agreement.
- g. Additionally, for any members of the Class/Collective who the Class Administrator identified as “Notices Deemed Undeliverable,” the Class Administrator shall attempt another delivery of the Updated Notice.
- h. The members of the Class/Collective who already received Notice will not be mailed the Updated Notice. However, the Parties and the Class Administrator will ensure that this Stipulation is posted on the Class Administrator’s website at <https://apexclassaction.com/lvmpd/>, the deadlines and hearing date on the website shall be adjusted accordingly, and, to the extent feasible, this Stipulation shall be e-mailed to those members.
- i. The Second Notice Period will commence upon the mailing of the Updated Notice. The deadline to complete the mailing of the Updated Notice for the Second Notice Period will be 21 days from entry of this Stipulation and Order.
- j. The Final Fairness Hearing currently scheduled for December 5, 2025, shall

be continued.

- k. The Parties shall work with the respective departments in the Federal Collective Action and the State Class Action to schedule another Final Fairness Hearing in March 2026 (as the Courts' schedules permit), to allow for sufficient time for the Second Notice Period.
- l. Seven (7) days prior to rescheduled Final Fairness Hearing, the Parties shall file a Joint Motion for Final Approval, as contemplated by the Settlement Agreement. The Joint Motion for Final Approval shall address any objections, to the extent any remain outstanding at that time.
- m. The deadline for Class Counsel to file a declaration from the Claims Administrator of due diligence and proof of mailing shall be extended to allow for the Second Notice Period.
- n. In conjunction with the Joint Motion for Final Approval, the Parties shall submit a Declaration of Due Diligence from the Claims Administrator, as contemplated by Section 18(e) of the Settlement Agreement. The Declaration of Due Diligence shall address in sufficient detail the First Notice Period and the Second Notice Period and the process by which the Claims Administrator ensured compliance with this Stipulation and Order.

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o. Within ten (10) days of entry of this Order, the Parties shall jointly submit a revised Implementation Schedule to the Court that shall account for any extensions or rescheduling necessitated by the instant Stipulation.

DATED this 1<sup>st</sup> day of December, 2025.

## SGRO & ROGER

## WHITMIRE LAW, PLLC

By: /s/ Alanna Bondy  
ANTHONY P. SGRO  
ALANNA C. BONDY

By: /s/ James E. Whitmire  
JAMES E. WHITMIRE  
NEVADA BAR NO. 6533  
10785 West Twain, Suite 226  
Las Vegas, Nevada 89135

**BAILEY ♦ KENNEDY**  
JOHN R. BAILEY  
DENNIS L. KENNEDY  
JOSEPH A. LIEBMAN  
PAUL C. WILLIAMS  
JAROD B. PENNIMAN

**MARQUIS & AURBACH**  
NICHOLAS D. CROSBY  
Nevada Bar No. 8996  
JORDAN W. MONTEL  
Nevada Bar No. 14743  
10001 W PARK RUN DRIVE  
Las Vegas, Nevada 89145

*Attorneys for Plaintiffs*

*Attorneys for Defendant Las Vegas  
Metropolitan Police Department*

## ORDER

Upon stipulation of the Parties, and good cause appearing therefor,

**IT IS HEREBY ORDERED** that the Parties' Stipulation and Order to Extend Notice Period and Reschedule Final Fairness Hearing is GRANTED.

**IT IS FURTHER ORDERED** that the Parties shall comply with the course of action outlined in the Stipulation, including the provision of additional Notice and the extension and rescheduling of all deadlines and hearings as set forth therein.

**IT IS FURTHER ORDERED** that the Final Fairness Hearing and the Hearing on Plaintiffs' Motion for Approval of Attorneys' Fees and Costs and Incentive Awards currently scheduled for December 5, 2025, at 9:00 a.m. is VACATED, and shall be rescheduled in accordance with the terms of the Parties' Stipulation.

## IT IS SO ORDERED.

A status check is hereby set for December 17, 2025 in chambers regarding the new date for the final fairness hearing.

Respectfully submitted by:

**Dated this 2nd day of December, 2025**

Joe Hardy

**592 DD4 10A0 EC4A  
Joe Hardy  
District Court Judge**

SGRO & ROGER

/s/ Alanna Bondy  
ANTHONY P. SGRO, ESQ.  
ALANNA C. BONDY, ESQ.  
2901 El Camino Ave., Suite 204  
Las Vegas, Nevada 89102

*Attorney for Plaintiffs*

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3 DISTRICT COURT  
CLARK COUNTY, NEVADA

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6 Daniel Coyne, Plaintiff(s) CASE NO: A-22-848354-C

7 vs. DEPT. NO. Department 15

8 Las Vegas Metropolitan Police

9 Department, Defendant(s)

10

11 **AUTOMATED CERTIFICATE OF SERVICE**

12 This automated certificate of service was generated by the Eighth Judicial District  
13 Court. The foregoing Stipulation and Order was served via the court's electronic eFile system  
14 to all recipients registered for e-Service on the above entitled case as listed below:

15 Service Date: 12/2/2025

16 Nicholas Crosby ncrosby@maclaw.com

17 Joseph Liebman jliebman@baileykennedy.com

18 Paul Williams pwilliams@baileykennedy.com

19 Dennis Kennedy dkennedy@baileykennedy.com

20 Bailey Kennedy, LLP bkfederaldownloads@baileykennedy.com

21 James Whitmire jwhitmire@whitmirelawnv.com

22 Anthony Sgro tsgro@sgroandroger.com

23 Daniel Marks Office@danielmarks.net

24 Sherri Mong smong@maclaw.com

25 E File efile@sgroandroger.com

26 Alanna Bondy abondy@sgroandroger.com

Joi Harper	<a href="mailto:jharper@danielmarks.net">jharper@danielmarks.net</a>
Alexis Williams	<a href="mailto:awilliams@sgroandroger.com">awilliams@sgroandroger.com</a>
Kellie Piet	<a href="mailto:kpiet@maclaw.com">kpiet@maclaw.com</a>
Jordan Montet	<a href="mailto:jmontet@maclaw.com">jmontet@maclaw.com</a>
Jarod Penniman	<a href="mailto:jpenniman@baileykennedy.com">jpenniman@baileykennedy.com</a>